

**THE UNIVERSITY OF TENNESSEE  
REQUEST: NON-COMPETITIVE AMENDMENT**

**APPROVED:**

\_\_\_\_\_  
UT System Office Approval

\_\_\_\_\_  
Date

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number:			
2) Campus/Institute Name:	University Tennessee Knoxville		
<b>EXISTING CONTRACT INFORMATION</b>			
3) Short Description:	Blackboard ASP Service agreement		
4) Proposed Vendor:	Name:	Blackboard Inc.	
	Vendor Number:	1012565	
	Vendor ID:	52-2081178	
5) Contract #	63848, 70611, 74829, 81374, 82549, 82550, 85370, 91044, PO#: 5500001663, 97671, 99976		
6) Contract Start Date:			May 19, 2008
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:			August 18, 2008
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:			\$44,680.00
<b>PROPOSED AMENDMENT INFORMATION</b>			
9) <u>Proposed</u> Amendment #			
10) <u>Proposed</u> Amendment Effective Date:			
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:			
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:			
13) Approval Criteria: (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service			

Extend ASP Services agreement for three months.
<b>15) Explanation of Need for the Proposed Amendment:</b>
Our current services agreement with ASP has expired. As this is an ongoing service need, we need to renew it.
<b>16) Name &amp; Address of Vendor/Contractor's Current Principal Owner(s):</b> (not required if proposed contractor is a state education institution)
Blackboard Inc. 1899 L Street NW, 5 <sup>th</sup> Floor Washington, DC 20036
<b>17) Documentation of Office for Information Resources Endorsement:</b> N/A (required <u>only</u> if the subject service involves information technology)
<b>18) Documentation of Department of Personnel Endorsement:</b> N/A (required <u>only</u> if the subject service involves training for state employees)
<b>19) Documentation of State Architect Endorsement:</b> N/A (required <u>only</u> if the subject service involves construction or real property related services)
<b>20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :</b>
Because the vendor manufactures and licenses the software, they are the only vendor that provides application service hosting for it. Moreover, a major part of the reason for outsourcing this service to them rather than doing it in-house is because of their unique experience with and responsibility for the software. Using a third-party host would defeat that purpose.
<b>21) Justification for the Proposed Non-Competitive Amendment :</b>
Blackboard ASP is the only vendor providing this service for their software. UTK has been using the software for close to 10 years, and the ASP service for five. During that the University has grown significantly dependent upon the software, with 90 percent of students taking at least one course per semester that uses Blackboard. We have also developed several intergrations between Blackboard and the University: synchronization of enrollments, textbook module, RSS feeds, DMS pass thru, etc.  The only viable alternative to not purchasing ASP hosting from Blackboard is bringing this function back in house. When we decided to out source ASP, our usage was much smaller and the University less dependent on Blackboard. Even so, availability and reliability have been much better with ASP and bringing it back to campus would require multi-year planning, additional staff, and the purchase of a comparable hardware infrastructure.

## **APPROVALS:**



## Blackboard

### ADDENDUM TO THE LICENSE AND SERVICES AGREEMENT ASP SCHEDULE BETWEEN BLACKBOARD AND UNIVERSITY OF TENNESSEE - KNOXVILLE ("CUSTOMER")

This Addendum between Blackboard ("Blackboard") and Customer is effective as of the last date indicated below pursuant to the License and Services Agreement ASP Schedule, dated July 31, 2003, as amended, entered into between the parties (the "Schedules").

The purpose of this Amendment is to renew the License and Services Agreement ASP Schedule for a term of three months ("Initial Renewal Term") beginning on May 19, 2008, at the fees indicated below. After the Initial Renewal Term, the Agreement shall automatically renew for an additional nine (9) months at Blackboard's then current fees, or as agreed to by the Parties. Thereafter, the Agreement shall automatically renew for an additional twelve (12) months at Blackboard's then current fees, or as agreed to by the Parties.

The parties hereby agree to the following;

#### Blackboard ASP Services

1.

ASP SERVICES	Renewal Term of May 19, 2008 – August 18, 2008
Blackboard ASP Base Service (Up to 10,000 Active Users)	\$12,800
ASP Additional Service Unit (10,000 Active Users)	\$9,125
ASP Additional Service Unit (7,500 Active Users)	\$9,125
ASP Additional Bandwidth (2 Mbps)	\$2,880
ASP VPN Services	\$3,250
ASP Additional Storage (1 TB)	\$15,000
Price Reduction for ASP Additional Storage	<\$7,500>
Total	\$44,680

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written below.

BLACKBOARD

Customer: University of Tennessee - Knoxville

Signature

TESS FRAZIER – VICE PRESIDENT

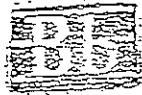
Print Name and Title

Date:

Signature

Print Name and Title

Date:



Blackboard

May 25, 2007

University of Tennessee at Knoxville  
Knoxville, TN 37996-4050  
USA

Dear Sir/Madam:

Pursuant to the "Term" section of the Blackboard ASP Schedule L2 between the University of Tennessee at Knoxville and Blackboard Inc., dated July 31, 2003, Customer wishes to renew the ASP Schedule for an additional term. The Agreement states that each Renewal Term shall renew automatically for a period of one (1) year. The parties agree that the Renewal Term beginning July 1, 2007 shall be valid for a period of 10 months, ending April 30, 2008. Thereafter all Renewal Terms will renew automatically for successive one (1) year terms. Pursuant to the Agreement, Customer shall remit to Blackboard \$13,175 within thirty days of receipt of an invoice and the balance of \$118,575 due and payable in monthly installments of \$13,175 for the Blackboard Hosting Fees for that abbreviated Renewal Term.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the date first written above.

The University of Tennessee

BLACKBOARD

Signature

Print Name and Title

Tess Frazier, Vice President

Date:

6/21/07

CUSTOMER

Signature

Charles M. Peccolo  
Vice Pres. & Treasurer

Print Name and Title

JUN 21 2007

Date:

Steven  
202 463 4860  
446 3040  
Tess Frazier  
X 2282

99976

97-71

VOID IF EXECUTED AFTER: December 29, 2006

Customer: University of Tennessee, Knoxville



Blackboard

AMENDMENT

TO THE UNIVERSITY OF TENNESSEE, KNOXVILLE BLACKBOARD ASP SCHEDULE B AGREEMENT  
DATED MARCH 5, 2004 BETWEEN BLACKBOARD INC. AND UNIVERSITY OF TENNESSEE, KNOXVILLE

This Amendment to the ASP SCHEDULE B dated March 5, 2004 ("Schedule") between Blackboard, Inc. ("Blackboard") and University of Tennessee, Knoxville ("Customer") is made as of December 4, 2006 3 CD7

The purpose of this amendment is to modify the existing Schedule to include an additional ASP Service Unit, additional ASP Storage, and additional ASP Bandwidth

The parties hereby agree to the following terms and conditions.

1. Section ASP-SCHEDULE OF FEES is hereby modified to include the following:

ASP - SCHEDULE OF FEES				
Product Description	Initial Active User Capacity	Initial Bandwidth	Initial Storage	Initial Term Annual Fees (USD)
Blackboard ASP - Additional Storage			\$000B	\$30,000
Blackboard ASP - Additional Service Unit	7,500	512 kbps	20CB	\$32,500
Blackboard ASP - Additional Bandwidth		2 MBPS		\$11,520
Prior Reduction for Additional Bandwidth				<\$11,520>
Total Fees Due:				\$62,780

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BLACKBOARD

Signature: \_\_\_\_\_  
TESS FRAZIER - VICE PRESIDENT  
Print Name and Title

Date: \_\_\_\_\_

Customer: University of Tennessee, Knoxville

Signature: \_\_\_\_\_  
Charles M. Peccolo  
Print Name and Title: Vice Pres. & Treasurer

Date: \_\_\_\_\_

DEC 4 2006

# THE UNIVERSITY OF TENNESSEE

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Purchasing Department  
5723 Middlebrook Pike  
Knoxville, TN 37921

**Ship To:**

C/O Pattie  
OIT / CPALM  
2548 Dunford Hall  
915 Volunteer Blvd, Suite 500  
Knoxville, TN 37996-4050

## Framework Purchase Order

### Information

Date: 07/03/2006  
Framework PO #: 5500001663  
Payment Terms: Within 30 days Due net  
Delivery Date: 07/03/2006  
F.O.B. U.T. Destination  
Buyer: Morris Wilson  
Phone: 865-974-3102  
Fax: 865-974-2973  
Validity Dt: From 07/01/2006 To 06/30/2007  
Collective Number: 20002041

### Vendor Address

Vendor No. 1012565  
BLACKBOARD INC  
1899 L STREET NW-5TH FLOOR  
WASHINGTON DC 20036

**Bill To:**

OIT / CPALM  
2548 Dunford Hall  
915 Volunteer Blvd, Suite 500  
Knoxville, TN 37996-4050

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
00001	1	LOT	<p>REF: QUOTE #QTE2001009306 DTD 4/26/06</p> <p>FRAMEWORK ORDER For Blackboard</p> <p>as follows:</p> <p>1-LS ASP SVC Annual Cost: \$78,500.00</p> <p>2-VPN ASP SVC Annual Cost: \$13,000.00</p> <p>THIS ORDER IS FOR THE PERIOD OF 7/1/06 THROUGH 6/30/07.</p> <p>Total Net Amount without Tax USD</p> <p>The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affirmative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1,4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.</p>	91,500.00	91,500.00
					=====
					91,500.00

This order is issued subject to the terms and conditions stated or referenced hereon and those contained in any referenced RFQ.

Signature \_\_\_\_\_